

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

JOHN WU, on behalf of himself and others  
similarly situated,

Plaintiff,

-against-

AMAZON.COM, INC. d/b/a Amazon.com;  
SPEED OF SOUND COURIER EXPRESS, INC.  
d/b/a Speed of Sound Courier; and d/b/a SOS  
Logistics; SOS LOGISTICS, LLC d/b/a Speed of  
Sound Courier; and d/b/a SOS Logistics;  
MICHAEL LAVELLE a/k/a Mike Lavelle;  
CHRISTOPHER J. KANE and ROBERT DOE  
a/k/a Bob Doe,

Defendants.

Case No. 17-cv-2759 (JS)(AKT)

**STIPULATION STAYING ACTION IN  
FAVOR OF BINDING ARBITRATION**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys for Plaintiff John Wu ("Wu"), Plaintiff Gianni Tabacchino ("Tabacchino"), Defendants SOS Logistics, LLC, Michael Lavelle a/k/a Mike Lavelle, Robert Doe a/k/a Bob Doe (collectively, the "SOS Defendants"), and Defendant Amazon Logistics, Inc. ("Amazon," improperly named in the Complaint as Amazon.com, Inc. d/b/a Amazon.com):

**RECITALS**

- A. On or about May 7, 2017, Wu filed a Complaint styled as a collective and/or class action, alleging causes of action arising from or related to his employment (the "Action").
- B. On or about June 15, 2017, Tabacchino filed a consent to become a party plaintiff in the Action.
- C. Previously, on or about June 3, 2016, Wu executed an agreement to arbitrate all disputes relating to his employment (the "Wu Arbitration Agreement"). The Wu Arbitration

Agreement specifically provides that all employment related claims between the parties are subject to binding arbitration and that “there will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or representative action.”

D. On or about June 16, 2017, Tabacchino executed an agreement to arbitrate all disputes relating to his employment (the “Tabacchino Arbitration Agreement”). The Tabacchino Arbitration Agreement specifically provides that all employment related claims between the parties are subject to binding arbitration and that “there will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or representative action.”

E. On or about July 6, 2017, the SOS Defendants filed a Motion to Compel Arbitration and Stay Judicial Proceedings in this Action (the “SOS Motion to Compel”).

F. On or about August 4, 2017, Amazon filed a Motion to Compel Arbitration and Stay Judicial Proceedings in this Action (the “Amazon Motion to Compel”).

G. The SOS Motion to Compel and the Amazon Motion to Compel are currently *sub judice* before the Court.

H. On October 11, 2018, the SOS Defendants and Amazon received a notice from the American Arbitration Association (“AAA”) indicating that Wu and Tabacchino had purported to commence arbitration against the Defendants.

I. Based on the above Recitals, and for the purpose of facilitating arbitration of the Action pursuant to the Wu Arbitration Agreement and Tabacchino Arbitration Agreement, respectively, these parties hereby stipulate and agree as follows:

**STIPULATION AND MUTUAL AGREEMENT TO ARBITRATE**

1. Plaintiff Wu, Plaintiff Tabacchino, the SOS Defendants, and Amazon, stipulate and agree that all of Plaintiff Wu’s claims shall be submitted to final and binding individual

arbitration and all of Plaintiff Tabacchino's claims shall be submitted to final and binding individual arbitration, each before the AAA under its Employment Arbitration Rules and Procedures, which shall be conducted as to each Plaintiff pursuant to the provisions of the Wu Arbitration Agreement and the Tabacchino Arbitration Agreement, respectively.

2. Judgments upon the awards rendered by the Arbitrators may be entered in this Court.

3. As a result, the Action shall be stayed pending resolution of such arbitration.

*[Remainder of this page intentionally left blank]*

Dated: November 12, 2018

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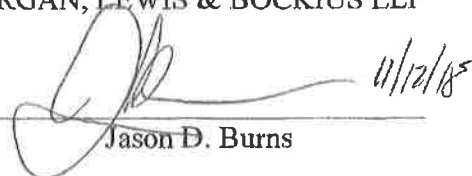
  
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*Attorneys for Defendant Amazon Logistics,  
Inc.*

SO ORDERED:

HON. JOANNA SEYBERT, U.S.D.J.

Dated: \_\_\_\_\_